

Appendix 3

TRANSFER AFFIDAVIT

STATE OF MICHIGAN)

COUNTY OF _____) ss:

_____, being first duly sworn, deposes and says as

follows:

1. [Check whichever is applicable:]

_____ I will be the Transferee of the property which is described below (Transfer Property).

_____ I am the duly authorized representative of _____
_____ whose address is _____

(Transferee). The Transfer Property will be transferred to Transferee.

2. The property to be transferred to Transferee is described as follows:

(the Transfer Property).

3. The Willow Run Arsenal of Democracy Landholdings Limited Partnership, the American Center for Mobility and Transferee have entered into an agreement dated _____

_____ for the transfer of the Transfer Property to Transferee. The transfer is expected to occur on or about _____.

4. Transferee is not subject to potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. § 6901 *et seq.*, and/or any other law, for Existing Contamination (as defined in the Settlement Agreement and Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the Willow Run Arsenal of Democracy Landholdings Limited Partnership, and the American Center for Mobility) at the Transfer Property.

5. Transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination (as defined in the Settlement Agreement and Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the Willow Run Arsenal of Democracy Landholdings Limited Partnership, and the American Center for Mobility).

6. Transferee's use of the Transfer Property will not result in a release or threat of release of any Waste material (as defined in the Agreement) except in compliance with law.

7. Transferee's use of the Transfer Property will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release.

8. I certify that, to the best of my knowledge and belief, the statements above are materially accurate and complete and that I am authorized to legally bind Transferee.

9. Transferee agrees to comply with all conditions and requirements of the Agreement, including but not limited to, access and maintaining existing restrictive covenants on the Transfer Property.

Further, Affiant sayeth not.

Name: _____
Title (if applicable): _____

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public, _____ County, MI
My Commission expires: _____

